

POOR LEGIBILITY

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DUE TO THE QUALITY OF THE ORIGINAL

Made with Nettleton

Agreement AR0089

SFUND RECORDS CTR
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Whereas Abner Wade, H. Martin Smith, Richard Day and Thomas H. Johnsons are the owners of a Certain Steam Quartz Mill property and appurtenances in undivided interests, situated on the road and Main Ravine on American Flat, about one mile and a half South West of Gold Hill, Carson County. Nevada Territory, the said Wade being the owner of the undivided one third thereof: And whereas the said Wade has bargained and agreed to sell his interest and right therein to H. F. Nettleton of said County, Now therefore this agreement and obligation Witnesseth, that Abner Wade party of the first part agrees and obligates himself his heirs and assigns to sell and convey to H. F. Nettleton his heirs or assigns all his rights, title, interests, claims and demands, being the undivided one third thereof, with the appurtenances and fixtures thereto, the land claimed, franchises, buildings and improvements belonging to said Copartnership at the place aforesaid to wit, the undivided one third thereof on the full and complete payment to him the said party of the first part his heirs or assigns, by or on behalf of the said Nettleton his heirs or assigns for the sum of Four thousand (\$4,000.00) Dollars, with interest thereon and as the times as hereinafter specified, To wit, Two hundred dollars on the 12th day of December 1881 - Eight hundred dollars on the 15th day of January 1882 - One thousand dollars on the 15th day of March 1882, and the remaining Two thousand dollars on the 15th day of May 1882. The said several amounts as aforesaid, evidenced by the promissory notes of the said party of the second part H. F. Nettleton and bearing interest thereon at the rate of five (5) per cent per month from this date until paid: And the first payment of interest on each of said notes is to be made of all the interest which will be due on the 12th day of December 1881, and thereafter the interest as aforesaid to be due and payable on the 15th day of each month, and if not so paid to be added to the principal and to draw like rate of interest - also the said note of Eight hundred dollars is to be endorsed by Geo. W. Lamoreux. It is furthermore agreed that if default shall be made in the payment of either of said notes or the interest thereon - then and in that event the entire amount of said notes shall become due and payable. It is likewise stipulated and agreed, that this sale is to be regarded and considered as conditional, upon the full and complete performance of the promises each and every of them to be done by the said party of the second part H. F. Nettleton his heirs or assigns, and upon the full and complete payment of the said several sums of money and interest as aforesaid, the said party of the first part Abner Wade binds himself his heirs and assigns to make and execute in deed of conveyance of the property, rights, privileges, appurtenances and franchises as aforesaid to him the said H. F. Nettleton his heirs or assigns. Provided, that the said Nettleton has now the right and privilege of entering into possession of said property and franchises and carrying on the business with the said Copartnership, he the said Nettleton assuming and agreeing to pay the one third part of all the debts which the said Copartnership may now owe on account of said Quartz Mill and property, and he the said H. F. Nettleton in confirmation thereof agrees and obligates himself to assume & pay the proportion and share of the said Wade of the aforesaid debts being the one third part thereof, not exceeding the sum of one thousand dollars and it is stipulated, furthermore stipulated and agreed, by between the parties aforesaid that in the event of the non payment of either or any

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of said several promissory notes at maturity, or the interest thereon as hereinbefore provided, then the said party of the first part Abner Wade, his heirs, assigns, Agent or Atty shall have the right to, at once without process or action at law, re-enter and take possession of said Mill property, rights, privileges and franchises and at the election of said party of the first part his heirs or assigns, to thereafter treat and regard this agreement of sale as annulled and void. And upon full and complete performance of the conditions of this agreement the same shall become void, otherwise to remain in full force and virtue. In testimony whereof the parties hereto have hereunto set their hands and seals this 12th day of October A.D. 1841.

Signed, Sealed and delivered in presence of } P. Warren Van Hookle }
A. Wade Seal
H. F. Nettleton Seal

Territory of Nevada }
County of Carson }
On this 12th day of October A.D. 1841 before me P. W. Van Hookle a Notary Public in and for said Territory and County duly Commissioned & sworn personally appeared Abner Wade and H. F. Nettleton whose names are subscribed to the foregoing Instrument as parties thereto, personally known to me to be the individuals described in and who executed the said Instrument, and they severally acknowledged, each for himself, that they executed the same freely and voluntarily and for the uses and purposes therein mentioned. In testimony whereof I have hereunto set my hand and seal this day begun first in this Certificate written.

P. Warren Van Hookle
Notary Public

Filed 4th Nov 11th November 1841. Recd 11th Nov 13th December 1841. Saw nothing done

Thorington's & Page vs J. Williams Lease

(3) This Indenture, made and entered into at the Town of Genoa County of Nevada, on the 2nd day of November A.D. one thousand eight hundred and sixtyone, Between Wm J. & Maria S. Thorington and Mark M. Page of Genoa Carson County Nevada Territory of the first part and John Williams of said County of the second part, Witnesseth that the said parties of the first part have letten and by these presents do grant demise and to farm let unto the said party of the second part all of that certain piece or parcel of land situate about three miles from the Town of Genoa in said County and being on the right bank of the Carson River consisting of three hundred and twenty acres of land more or less the same being used for the purpose of pasture and as hayland known as the Thorington Ranch with the appurtenances for the term of six months from the Third day of November A.D. one thousand eight hundred and sixtyone at the rate or sum of One Dollar in advance. And it is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained then it shall be lawful for the said parties of the first part to re-enter the said premises and to remove all persons therefrom. And the said party of the second part doth hereby covenant to pay to the said parties of the first part the said rent herein assessed in the manner herein specified. And not to let or vend the above whole or any part of said premises, without the written consent of the said parties of the first part. And that at the expiration of the said term, the said party of the second part will quit and surrender the premises hereby demised and as goods, stock and contents or reasonable use and benefit will permit, damaged by their elements, excepted.

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for and in consideration of the sum of Twenty six hundred dollars to them in hand paid by the said parties of the second part have granted bargained and sold and by their presents do grant bargain and sell and confirm unto the said parties of the second part their heirs and assigns forever the undivided half of a certain Quartz Mill situated on America Flat in the County of Storey Territory of Nevada about one and one half miles from Gold Hill proper in a southerly direction and commonly known as the "American Quartz Mill" Also the undivided half of the three acres of land belonging to and upon which said Mill is standing, with all the mineral of whatever nature or kind covering in or on said Land. Also the undivided half of all water rights or privilege belong to said Mill and all machinery belong to said Mill, Together with all and singular the fixtures improvements buildings and appurtenances thereto belonging or in anywise appertaining. This Conveyance is intended as a Mortgage to secure to the parties of the second part the payment of a certain promissory note executed by the said parties of the first part and delivered to the parties of the second part bearing date May the first A.D. eighteen hundred and sixty two and which is in words and figures as follows to wit: \$ 2600⁰⁰ bearing date May 1st 1862 "On the first day of September next without grace we promise to pay to the order of Kinkead Harrington the Twenty six hundred dollars at their office in Las Vegas for value received at 2 1/2 per cent per month interest until paid"

(Signed) "Samuel & Day"

and their presents shall be void if such payment be made. But in case default be made in the payment of the principal or interest as above provided in said note then the parties of the second part their heirs executors administrators and assigns are hereby empowered to sell the premises above described with all and every of the appurtenances or any part thereof in the manner prescribed by law and out of the moneys arising from such sale to retain the said principal and interest together with the cost charges and expenses of making such sale, and the surplus if any there be shall be paid by the party making such sale on demand to the parties of the first part their heirs or assigns. In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written

Attest
 J. M. C. Reardon
 Territory of Nevada
 County of _____

H. Martin Smith
 Rich^d V. Day

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On this 6th day of May A.D. eighteen hundred and sixty two before me this undersigned personally appeared H. Martin Smith and Rich^d V. Day to me personally known to be the individuals described in and who executed the foregoing mortgage and each acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned. Witness my hand and the seal of our said Supreme Court the day and year in this Certificate first above written,

(Seal)
 J. M. C. Reardon Clerk
 Supreme Court Nevada Territory

Recorded at request of P. G. Childs, May 6, 1862 at 3 P. M.
 Charles H. Fish, County Recorder

Witnessed at request of J. S. Smith, September 18, 1842, at the City of New York.

BK. D of Deeds
Pg. 397-398

Chas. H. Smith Receiver

R. T. Day

To
W. H. Johnson

This Indenture, made the eighteenth day of September, in the year of our said Lord the first

hundred and sixty two, Between Richard T. Day of the City of New York, County of New York, Secretary of Deeds of the first part, and William H. Johnson of the Town of Gold Hill, County of Hendon, Virginia, of the second part, Witnesseth, that the said party of the first part, for and in consideration of the sum of Three Thousand five hundred dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the recording hereof, of these presents, the receipt whereof is hereby acknowledged, hath received, released, and quit claimed unto the said party of the second part, and to his heirs and assigns forever, All my right, title, claim, interest, estate, and the American Flat, jointly and severally with the said party of the second part, in and to the same being situate, lying and being in said American Flat, County of Hendon, State of Virginia, with the machinery, out houses and all the appurtenances belonging to said well, and the full and true value upon the premises, my said interest in said well and premises being one undivided sixth of the same. I also include in this sale and conveyance, all my interest in the same, together with all such other lands, tenements and appurtenances as shall be necessary to carry out the purpose and intention of the said party of the second part, and also all the estate, right, title, interest, property, hereditament, claim and demand

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whenever it shall be laid in the equity of the said party of the first part, of which to
the above described premises and every part, and parcel thereof with the appurtenances.
He Wives and He Writ, do and signify the above mentioned and described premises
together with the appurtenances unto the said party of the second part, his heirs and assigns
forever. In witness whereof the said party of the first part, hath hereunto set his hand and
seal the day and year first above written.

Signed, Sealed and delivered
in the presence of
J. T. Minard
and J. Killigan

Rich. J. Day, Clerk

United States of America
County of Henry, Va. 5:5.

On this eighteenth day of Sept. A.D. 1862, before me J. S. Howard, a Notary Public in and for the County
and Sheriff of said County, duly commissioned and sworn, personally appeared Rich. J. Day,
to me personally known to be the individual described in, and who executed the aforesaid
instrument, and whose name is subscribed to the aforesaid instrument as a party thereto,
and he has acknowledged to me that he executed the same freely and voluntarily, and for the
uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand, and affixed my official seal at
my office in the County of Henry, the day and year in this Certificate first above written.



James S. Howard
Notary Public

Received at request of Grantor, Sept 18, A.D. 1862, at 10 1/2 A.M.

Chas. H. Pies's Recorder

J. C. Kennedy

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Samuel Carroll (Seal)
Henry Reheiser (Seal)

County of Nevada
County of Story
Another Third day of March and American
Eight hundred and sixty four before me Wm E Hale a Notary Public in
and by said County sending therein duly commissioned used sworn personally
appeared Samuel Carroll and Henry Reheiser whose names are hereunto
subscribed to the annexed instrument as parties thereto personally known to me to be
the individuals described in and who executed the said annexed instru-
ment and each severally acknowledged to me that he executed the same
freely and voluntarily and for the uses and purposes therein mentioned
(L S) Witness my hand and official seal the day and year last above written

Wm E Hale Notary Public

Recorded at request of Grantor Feb. 15. 1864 at 20 min past 11. a.m.
Bk. V Deeds
Wm A. Fish Recorder

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G. K. Reed
Abner Hade

This Indenture made the 26th day of December
in the year of our Lord Eighteen hundred and sixty
four between G. K. Reed of the County of Story and Territory of Nevada
of the first part and Abner Hade also of the County and Territory
aforesaid of the second part Witnesseth that the said party of the first
part for and in consideration of the sum of Eighteen hundred Dollars
lawful money of the United States of America to them in hand paid
the receipt whereof is hereby acknowledged has granted bargained sold conveyed
conveyed and quit-claimed and by these presents does grant bargain sell convey
convey and quit-claim unto the said party of the second part and to his heirs
and assigns forever all the right title and interest of the said party of the first
part

In and to one undivided trust interest in that certain
piece or parcel of land situated in County and Territory above named and de-
scribed as follows to wit: Situated near the head of the stream of Water run-
ning from the North West towards the South East through which is commonly
known as the American Flat and where the American Flat Railroad crosses
said stream containing three (3) acres more or less also in the Grants Mill
and Swelling has located on said premises said mill being known

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with American Flat Mills and hereofon proved and occupied by said Alford and others and now occupied by said land.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging and the rents issues and profits thereof to have and to hold all and singular the above described premises together with the appurtenances unto the said party of the second part his heirs and assigns forever. In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

G. K. Reed Seal

Secretary of Nevada of County of Storey

On this fourth day of February 1864 before me George E. Smith a Notary Public within and for said County personally appeared G. K. Reed personally known to me to be the person described and read, who executed the foregoing instrument, who duly acknowledged that he executed the same freely and voluntarily and for the uses and purposes therein mentioned. (L) Witness my hand and official seal this date last above written.

Geo. E. Smith Notary Public
Resided at request of Grant March 15th 1864 at 5 min past 12 M
Chas. A. Felt Recorder

J. J. Denny wife
to R. P. H. 2
Charles Schantz

This Indenture made the fourth day of March in the year of our Lord Eighteen hundred and sixty four between J. J. Denny and Elizabeth A. Denny his wife party of the first part of the County of Storey Territory of Nevada and Charles Schantz of the same place party of the second part Witnesseth that the said party of the first part for and in consideration of the sum of one thousand and twenty five (\$1225) Dollars lawful money of the United States of America to them in hand paid the receipt whereof is hereby acknowledged have granted bargained sold assigned conveyed and quit claimed and by their heirs Do grant bargain sell assign convey and quit claim unto the said party of the second part and to his heirs and assigns forever all the right title and interest of the said party of the first part

And to the following described real estate. Described as follows to wit: That certain piece or parcel of land or town lot situate in Crown point Range in the town of Good Hill Storey County Nevada Territory and bounded as follows Commencing at the North West corner of premises formerly owned by one Geo. Thomas running southward along Lees line fifty six feet to a fence thence Westward along said fence forty (40) feet thence northward fifty six feet to the land that viz to Dovers mill thence Eastward along said road forty (40) feet to place of beginning being the same purchased by Thomas Cavalry of A. D. Reed

purpose therein mentioned shall in witness whereof have hereunto set my hand and affixed my official seal this 15th day of July 1864.

Wm. E. Dickell
Recorded at Bureau of Land, April 10th 1864
B.K.W. Deeds
170 488-490

Smith, Skilleton & Co. Territory of Nevada, County of Storey
To all whom these presents shall come
I, James Arnold, Marshal and Tax Collector of Gold Hill, Storey County, N.T. Do hereby certify that in pursuance of an Act in conformity with the Act entitled an Act to provide for the Apprais and Collecting Counties and Territorial Revenue approved March 29th 1864, and the Act amendatory thereof approved December 20th 1864, and an Act entitled an Act to incorporate the town of Gold Hill, approved December 17th 1864, as well as the other Statutes and laws of the Territory of Nevada, applicable thereto, the sum of ten dollars was duly assessed for the year 1864 to Smith, Skilleton and Company and to all owners or tenants known or unknown that the taxes the amount whereof with

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costs hereinafter specified, were duly levied upon it according to law, that
 taxes or costs any part thereof, at the time of conveyance as herein
 mentioned, had not been paid or discharged, that on the 24th day of
 A.D. 1869, the said Tax Collector of Gal. Hill, did buy up in
 real estate for the taxes so levied and due thereon and costs under the
 clause of his official business for that day, and entered upon the Tax list
 or Assessment Roll, a statement of the Making of said conveyance of some
 of law, that suit was duly commenced and judgment recovered against
 the said real estate and improvements aforesaid, and execution issued
 thereon, and a return made as aforesaid provided by law, that publication
 of the intention to sell said real estate for the taxes and costs due thereon
 under and by virtue of said execution was made as provided by law
 that said publication was made before mentioned in a certain paper
 twenty days in the Territorial Enterprise, a public newspaper
 published in the County of Storey & by posting a notice of such
 intention to sell in three public and conspicuous places in the County
 of Storey aforesaid. That said publication did designate the time
 and place of commencing the sale, and the place so designated was
 in front of the Court House in the town of Gal. Hill, Storey County,
 Ch. D. in which said publication was given the name or names of
 the owner or owners of said real estate, so far as the ownership
 thereof was known and such condensed description of said property
 that the same might readily be known. That the real estate so
 aforesaid aforesaid, levied upon and advertised, described therein
 the following described real estate with the improvements thereon,
 to-wit: Containing three acres of land more or less situated
 on or near the head of the stream of water running from the north
 west toward the South East through what is commonly called
 the American Flat and where the American Flat Fall Road
 crosses said stream in the town of Good Hill, Storey County,
 Territory aforesaid, and located upon the same is a Quail
 Mill (known as the American Flat Quail Mill) Dwelling House
 and Barn, was by the said Marshal and Tax Collector, on the
 twenty sixth day of September A.D. 1869, in accordance with law
 offered at public auction in front of the Court House in Gal.
 Hill aforesaid together with all the right title and interest that
 the said defendants had or may have had at any time of or in and
 to the same. That J. A. Reed was the bidder who was willing
 to take the least quantity or smallest part of the said land
 and improvements and pay the said taxes and costs which
 were due and cost were paid by him and he took the same

PLATE I

under and by virtue of said execution was made and provided by law
that said publication was made by one insertion one time for each of the
twenty days in the Territorial Enterprise, a public newspaper
published in the County of Horn & by posting a notice of said
intention to sell in three public and conspicuous places in the County
of Horn aforesaid. That said publication did designate the time
and place of commencing the sale, and the place of designation was
in front of the Court House in the town of Good Hill, Horn County,
Ch. D. in which said publication was given the name or names of
the owner or owners of said real estate. So far as the ownership
thereof was known and such condensed description of said property
that the same might easily be known. That the real estate was
aforesaid a piece, series upon and a divided, described thus:
The following described real estate with the improvements there-
on, but containing three acres of land more or less situated
more or near the head of the Blumington Water running from the north
westward to the south east through what is commonly called
the American Flat and where the American Flat Fall Road
crosses said stream in the town of Good Hill, Horn County
Territory of Nevada and located upon the same is a Quarry
Mill (known as the American Flat Quarry Mill) Dwelling House
and Barn, was by the said Marshall and Tax Collector, on the
twenty sixth day of September A. D. 1863, in accordance with law
offered at public auction in front of the Court House in Good
Hill aforesaid together with all the right title and interest that
the said defendants had or may have had at any time of or in and
to the same. That J. H. Reed was the bidder who was willing
to take the least quantity or smallest part of the said land
and improvements and pay the said taxes and costs which
taxes and costs were one hundred forty eight and 7/10ths
dollars that the said smallest quantity being the whole thereof
of the above described property, no other bidder being willing or
offering to take less and pay such taxes and costs, was at the
time and place last aforesaid struck off to him the said
J. H. Reed, who then and there paid the full amount of the taxes
and costs aforesaid, and therefore became the purchaser of the
tract or lot of land herein before described, together with the
improvements upon the same. That the said real estate being
subject to redemption, no person has redeemed the same during
the time allowed by law for its redemption, and that in all
things else respecting the assessment, equalization, location

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transfer and sale of said real estate like various provisions of the
law have been observed and complied with and J. H. Reed this
purchase of said real estate having legally signed and transferred all
his right title and interest therein unto the said described real
estate derived by virtue of his purchase at the law sale of
said to one H. H. Thompson on the 21st day of December
A. D. 1863, and the said real estate being subject to redemption
and no person having redeemed the same, and the time of said
redemption having expired, and the said H. H. Thompson
assignee of the right and equity of the said J. H. Reed
purchase of said, of the and to the said described real
estate having demanded a deed of said property.

Now therefore I Samuel Ansoe, Marshal and Tax Col-
lector of the town of Good Hill, County of St. Louis and Territory of
Iowa in consideration of the premium and the sum of five hundred
forty eight and 25/100 the dollars, said sum being the amount of
Judgment taxes and costs by the said J. H. Reed, bid down and paid
at and for said, the receipt whereof is hereby acknowledged by
virtue of the authority in matters by the laws of the Territory
of Iowa and said Territory of Iowa, do by these presents grant, bar-
gain sell, convey and confirm unto him the said H. H. Thompson
all and singular the whole of the said piece of parcel, lot or tract
of land and the improvements herein before mentioned and descri-
bed to gether with all and singular the hereditaments and appur-
tenances thereto belonging and all the estate, right, title interest
claim, pre-emption and right of possession, legal equi-
table or otherwise of said Smith, Stetson and Company
and of all owners or claimants known or unknown, I
have and to have the same unto the said H. H. Thompson, his
heirs and assigns forever, as fully, effectually and absolutely
as the said Samuel Ansoe Marshal and Tax Collector may lawfully
by virtue of the authority aforesaid, may lawfully or ought to grant,
sell or convey the same and the said Samuel Ansoe
Marshal and Tax Collector have hereto set my hand and seal this
fifth day of April A. D. 1864.

Witness my hand and seal of the said Territory of Iowa
this 5th day of April A. D. 1864.
S. Ansoe
Marshal & Tax Collector

In this fifth day of April A. D. one thousand eight hundred
and sixty four before me J. E. Hale notary Public in and
for said County residing therein duly commissioned and sworn
do hereby certify that the above and foregoing is a true and correct
copy of the original as the same appears upon the records of the
said County.

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purchase of said land, & paid and to the said deceased
estate having demanded & received said property.

Now Therefore I Samuel Arnold, Marshall and Tax Col-
lector of the town of Gales Hill, County of Henry and the citizens
therein in consideration of the premium and the sum of five hundred
dollars and "Five the dollars, said sum being the amount of
Judgment, taxes and costs by the said J. G. Reed, bid to be paid
as aforesaid, the receipt whereof is hereby acknowledged in
virtue of the authority in me vested by the laws of the State of
Virginia and to do and to do and to do, do by these presents grant, bar
give, sell, convey and confirm unto him the said H. D. Thompson
all and singular the whole of the said piece, parcel, lake or tract
of land and the improvements therein before mentioned and descri-
bed together with all and singular the hereditaments and appur-
tenances thereto belonging and all the estate, right, title interest
claim, possession and right of possession, legal, equi-
table or otherwise of said Smith et al. et al. and Company
and of all persons or claimants known or unknown, to
have and to hold the same unto the said H. D. Thompson, his
heirs and assigns forever, as fully, effectually and absolutely as
the said Samuel Arnold Marshall and Tax Collector may lawfully
by virtue of the authority aforesaid, may, can or ought to grant,
but reserves the same in witness whereof the said Samuel Arnold
Marshall and Tax Collector have hereunto set my hand and seal this
fourth day of April A. D. 1864.

Executed in presence of
C. H. Van Gorder
Samuel Arnold (Seal)
Marshall & Tax Collector
Town of Gales Hill, County of Henry, Va.

In this Fifth day of April A. D. one thousand eight hundred
and sixty four before me, J. M. E. Hale Notary Public in and
for said County residing therein, duly commissioned and sworn,
personally appeared Saml Arnold, whose name is subscribed to
the aforesaid Instrument as a party thereto, personally known to me
to be the individual described in and who executed the said aforesaid
Instrument and who duly acknowledged to me that he executed
the same freely and voluntarily and for the uses and purposes therein
mentioned. (Seal) Witness my hand and official Seal the day and
year last above written.

J. M. E. Hale Notary Public
Recorded at request of Grantee
April 6th 1864 at 5 o'clock P. M. 1864
Charles Fish Recorder

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N. W. Thompson, of the County of Harrison, State of Missouri, do hereby certify that the following is a true and correct copy of the original of the said instrument, to-wit:

An Indenture made the 14th day of April 1855, between George H. Reed of the County of Harrison, State of Missouri, of the first part, and J. H. Reed of the County of Harrison, State of Missouri, of the second part, wherein the said party of the first part, for and in consideration of the sum of Five hundred and eighty four Dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at whose instance the making and delivery of these presents I have acted as witness, he has remised, released and quit claimed and by these presents, with remission, release and quit claim unto the said party of the second part and to his heirs and assigns forever, all the right, title and interest of the said party of the first part in and to the following described real estate, to-wit:

Lot containing three acres of land more or less, situated on or near the head of the Clearing Water running from the North West towards the South East through what is commonly called American Flat, and is here the American Flat Toll Road across said stream, situated in Harrison County, Territory of Kansas, located upon the same is a Quarry with and including thereon the property being known as the American Flat Quarry with appurtenances.

To have and to hold all and singular the premises hereunto and appurtenances thereunto belonging or in anywise appertaining unto the said party of the second part and to his heirs and assigns forever, if any and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demands whatsoever which in law or in equity of the said party of the first part, appertain to the above described premises and every part and parcel thereof with the appurtenances. To have and to hold all and singular the above mentioned and described premises, together with the appurtenances unto the said party of the second part and to his heirs and assigns forever. In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first before written.

Signed, sealed and delivered in the presence of
 J. H. Reed
 N. W. Thompson, Clerk

Secretary of Harrison County, Missouri.
 On this 14th day of April 1855, I have read and signed the above and certify that the same is a true and correct copy of the original of the said instrument.



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release and quit claim in to the said party of the second part and to
his heirs and assigns forever, all the right, title and interest of the
said party of the first part in and to the following described land with
with the improvements thereon, Lot containing three acres of
bank more or less, situated on or near the head of the stream of
Water running from the North West toward the South East through
what is commonly called American Flat, and where the American Flat
Rail Road crosses said stream situated in Liberty County Territory of
Colorado, located upon the same is a Quarry with and dwelling house, the
property being known as the American Flat Quarry with appurtenances,
To get the rest with all and singular the tenements, hereditaments and
appurtenances thereunto belonging in anywise appertaining
and the reversion and remainder, remainder and remainments,
issues and profits thereof, and also all the estate, right, title, interest,
property, possession, claim and demand or balance or small in
lawfully equity of the said party of the first part in and to the
above described premises and every part and parcel thereof with
the appurtenances. To have and to hold all and singular the
above mentioned and described premises, together with the appur-
tenances unto the said party of the second part and his heirs and
assigns forever. In Witness Whereof the said party of the first part has
hereunto set his hand and seal the day and year first above written
Signed, sealed and delivered in the presence of J. H. Thompson (Pres)
presence of J. H. Stance

Territory of Colorado, County of Larimer, Sp.
On this 11th day of April A. D. 1864, I, George E. Rickell, a Notary Public in and
for said County, residing therein, duly commissioned and sworn person-
ally appeared N. H. Thompson whose name is subscribed to the annexed
Instrument as a party thereto, who is personally known to me to be the
undivided described in and who executed the annexed Instru-
ment, and he duly acknowledged to me that he executed the same
freely and voluntarily and for the uses and purposes therein mentioned
(Sd) In Witness Whereof I have hereunto set my hand and seal in my
Official Chamber in said County the day and year first above
written A. D. 1864.

Geo. E. Rickell Notary Public
Recorded at request of Grantor,
April 14th A. D. 1864 at 5 Min past 2 P. M.
J. H. Stance

134776

69-70

Chas A Fish, Recorder

134777

Sanford Terry
 To R. S. 500
 J. H. Reed and
 C. Wade

This Indenture made the Twelfth day of April in the year of our Lord, Eighteen hundred and Fifty Four, between Sanford Terry of American Flat, County of Storey and Territory of Nevada party of the first part and J. S. Reed of the same place, and C. Wade of Dayton, Lyon County Nevada Territory, parties of the second part, witnesseth that the said party of the first part for and in consideration of the sum of Four hundred and fifty Dollars, lawful money of the United States of America, to him in hand paid by the said parties of the second part, at and before the creating and delivery of these Presents the receipt whereof is hereby acknowledged, has received, released, and quit claimed and by these Presents, doth remise, release, and quit claim unto the said parties of the second part, and to their heirs and assigns forever, all the right, title, and interest of the said party of the first part, in and to that certain piece or parcel of Land situate, lying and being in the County of Storey, Territory of Nevada at American Flat, bounded and described as follows: Commencing at a point in the American Flat, or Terry Prairie about twenty rods below the old Camp and old Toll Road, where it crosses said Prairie and running thence in a westerly direction eighty rods to a Stake, thence westerly eighty rods to a Stake, thence southerly one hundred and fifty rods to a Stake, thence easterly eighty rods to a Stake, thence southerly eighty rods to the place of Beginning, containing Eighty acres of Land, more or less together with all water privileges and Mill Sites upon said above described tract or parcel of Land known as Terry Ranch. The said J. S. Reed to have the third of the above described property and C. Wade one third, the western boundary being the State line of said Territory, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging, and in any wise appertaining, and the succession and remain, remainder and remainments, issues, and profits thereof, he doth also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in Law as in equity, of the said party of the first part, appertain to the above described premises, and every part and parcel thereof with the appurtenances. To Have and To Hold all and singular the above mentioned and described premises together with the appurtenances unto the said parties of the second part, and to their heirs and assigns forever. In witness whereof the said party of the first part has hereunto set his hand and seal the day and date

year past above written
Signed, sealed and delivered in the
presence of The court just in & forth
County of Nevada. For which said land
and before signing W. J. Southwell

^{his} Sanford J. Kemp
County Clerk

County of Nevada County of Storey. On this 26 day of April A.D. One
Thousand Eight hundred and sixty Four before me Henry C. Brown a Notary Public
in and for said County residing therein duly commissioned and sworn, personally
appeared Sanford Kemp whose name is subscribed to the annexed Instrument as
a party thereto who is personally known to me to be the individual described in
and who executed the annexed Instrument and he duly acknowledged to
me that he executed the same freely and voluntarily and for the uses and
purposes therein mentioned. In witness whereof I have hereunto set my
hand and affixed my official seal at my office in said County the day and
year last above written A.D. 1864

Henry C. Brown Notary Public

Recorded at request of Granters April 26. 1864 at 11 o'clock A.M.

Chas. A. Smith Recorder

J. J. A. Counselor
To
A. Montminy

This Instrument made the Eleventh day of
February in the year of our Lord One Thousand
Eight hundred and Sixty Four Between J. J.
A. Counselor of Soda Hill County of Storey Terri-
tory of Nevada of the first part and A. Montminy of same place County
and Territory of the second part It is recited that the said party of the
first part for and in consideration of the sum of Seventy Five Dollars lawful
money of the United States of America to me in hand paid the receipt where-
of is hereby acknowledged, hath granted, bargained, sold, aliened, released,
conveyed, and quit claimed, and by these presents doth grant, bargain,
sell, alien, release, convey and quit claim unto the said party of the
second part, and to his heirs and assigns forever, all the right title and
interest estate claim and demand both in law and equity as well in
possession as in expectancy of the said party of the first part of, in and to
that certain portion claim and mining rights title or property on a certain
and a lot of rocks containing precious metals of gold silver and other

O. P. Griffin by his Attorney in fact
 of the City & County of San Francisco State of California, party of the first part and H. R. Tompson of the County of Storey and State of Nevada, party of the second part witnesseth, that the said party of the first part, for and in consideration of the sum of One Thousand dollars lawful money of the United States of America to me in hand paid by the said party of the second part, at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, released and quit claimed, and by these presents doth give, release and quit claim unto the said party of the second part, and to his heirs and assigns forever all that certain property and premises, rights and privileges and franchises in the County of Storey and State of Nevada lying and being on and near the American Plat Road leading from the Town of Gold Hill to Carson City and about one and one half miles from said Town Gold Hill and known as the Quartz Mill property of Smith, Wellington Co. consisting of four or more acres of lands more or less lying on the lower or east side of the Road together with the Quartz Mill machinery fixtures and appurtenances hereto appendant or appertaining in any way appertaining. All the above described property lying and being situate in the County of Storey and State of Nevada. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions and reversiones, remainders and remainders, rents issues and profits thereof. And also all the estate, right, title, interest, property, possession claim and demand, whatsoever as well in law as in equity, of the said party of the first part, of, in or to the above described premises and every part and parcel thereof with the appurtenances. To Have and to Hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part, his heirs and assigns forever. In Witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

O. P. Griffin
 by his Attorney A. W. Graves

State of Nevada, County of Storey
 On this Seventy fifth day of January A.D. One Thousand Eight Hundred and Sixty five before me A. C. Snow, a Notary Public in and for said County residing therein duly commissioned and sworn personally appeared R. H. Graves personally known to me to be the same person described in and who executed by Power of Attorney the annexed Instrument as the Attorney in fact of O. P. Griffin named in the annexed Instrument a party thereto, and therein described as the party executing the same by his said Attorney; and the said R. H. Graves acknowledged to me that he executed the same freely and voluntarily, as and for the act and deed of the said O. P. Griffin and for the use and purposes therein mentioned.



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seconds part hereunto, that the said party of the first part, for and in consideration of the sum of One Thousand Dollars lawful money of the United States of America to me in hand paid by the said party of the second part, at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged and received, released and quit claimed, and by these presents doth remise, release and quit claim unto the said party of the second part, and to his heirs and assigns forever all that certain property and premises, rights and privileges and franchises in the County of Storey and State of Nevada lying and being on and near the American Flat Road leading from the Town of Gold Hill to Carson City and about one and one half miles from said Town of Gold Hill and known as the Grady Mill property of Smith, McMillan & Co. consisting of some 60 acres of land more or less lying on the lower or east side of the Road together with the Grady Mill machinery fixtures and appurtenances hereunto appendant or appertaining or in any way appertaining. All the above described property lying and being situate in the County of Storey and State of Nevada together with all and singular tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents issues and profits thereof. And also all the estate, right, title, interest, property, possession claim and demand whatsoever as well in law as in equity, of the said party of the first part of in or to the above described premises and every part and parcel thereof with the appurtenances. I Have and to Hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part, his heirs and assigns forever. In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

O. F. Giffin
 by his Attorney W. M. Graves

State of Nevada, County of Storey

On the Twenty fifth day of January A.D. One Thousand Eight Hundred and Sixty five before me A. C. Knox, a Notary Public in and for said County residing therein duly commissioned and sworn, personally appeared R. H. Graves personally known to me to be the same person described in and who executed by Power of Attorney the annexed Instrument as the Attorney in fact of O. F. Giffin named in the annexed Instrument as a party thereto, and therein described as the party executing the same by his said Attorney; and the said R. H. Graves acknowledged to me that he executed the same freely and voluntarily, as and for the act and deed of the said O. F. Giffin and for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official Seal, at my office in said County, the day and year last above written. A. C. Knox Notary Public

Recorded at request of Grantee Jan'y 27th 1865, at 2⁵ min past 3 P.M.
 H. M. Veary, Recorder

134780

last above written.

H. C. Hale, Notary Public

Recorded at request of A. Marguery April 22nd 1865 at 2 P.M.

3k 4 Deeds

H. W. Mosley Recorder

673-674

A. C. Reed
 This Indenture made the twenty second day of April in the year of our Lord one thousand eight hundred and sixty five between A. C. Reed of American Nat. Storey County State of Nevada party of the first part and H. K. Simpson of Gold Hill County and State aforesaid party of the second part, Witnesseth, that the said party of the first part, for and in consideration of the sum of One hundred dollars lawful money of the United States of America to one in hand paid by the said party of the second part, at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged; has, he, said party of the first part, sold, conveyed, released and quit claimed, and by these presents, doth, remise, release and quit claim, unto the said party of the second part, unto his heirs and assigns forever. All my right, title and interest in and to a certain piece or parcel of ground situated on the Eastern side of American Nat. in the counties of Storey & Lyon Nevada and known as Reichardt's Ranch, consisting of one hundred and fifty acres more or less, as per survey and plat by H. S. Peirille on County Records of Storey County also as undivided five feet in those certain mining claims at Gold Hill District aforesaid & known as the Coppers & Molybdenum grounds being the same conveyed to me by H. H. Bordwell Aug. 11, 1864, as per County Records, Also Six and one fourth feet of the mineral land of the Princess Mining Company, known as the West claim, situated at Gold Hill aforesaid, being the same conveyed to me by H. K. Johnson and recorded in the Storey County Records. Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging, as in anywise appertaining, and the reversions and reversionaries, remainders and remainders, rents issues and profits thereof, And also all the estate, right, title, interest in and to the said property, possession, claims and demands, whatsoever, as well in law as in equity of the said party of the first part, of me or to the above described premises and every part and parcel thereof with the appurtenances. To Have and to Hold, all and singular the above mentioned and described premises, together with the appurtenances unto the said party of the second part, his heirs and assigns forever. In Witness Whereof, the said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and Delivered in presence of
 H. W. Mosley

A. C. Reed

State of Nevada County of Storey

134731

On the Twenty second day of April A. D. One Thousand Eight hundred and Sixty five, before me H. C. Hale a Notary Public in and for said County, personally appeared A. C. Reed known to me to be the person described in and who executed the foregoing

Instrument, who acknowledged to me that he executed the said deed freely and voluntarily, for the uses and purposes therein mentioned. Witness my hand and official seal the date last above written.

Wm. Henry, Notary Public

Recorded at request of Grantor April 22nd 1868 at 25 min past 2 P.M.

Wm. Henry Recorder

I, William H. Bryan of the County of Storax State of Virginia do hereby certify that on the 20th day of April in the year of our Lord one thousand eight hundred and sixty five between William H. Bryan and Jessie E. Bryan his wife of the first part and William Strawn of the second part. Witnesseth that the said parties of the first part in consideration of the sum of ten hundred Dollars to them in hand paid by the party of the second part at as before the executing and delivery of these presents the receipt whereof is hereby acknowledged, have granted, conveyed, sold, assigned and confirmed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part his heirs and assigns forever. All that certain lot, piece and parcel of land situated in the City of Virginia County of Storax and State of Virginia described as follows to wit: Beginning Eighteen feet on the East line of D Street between Willow Avenue and Mill Street, by the depth eastwardly of that width, between parallels, one hundred feet more or less to the west line of D Street, bounded South by lot of Newfield purchased by him from said parties of the first part and North by lot of Wm. C. McHardy and also part by lot of Jos. Clatten being the part lot whereon was formerly situated the Virginia City Library together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining. Do have and to hold, all and singular the above mentioned and described premises, with the appurtenances unto the party of the second part, his heirs and assigns forever. In witness whereof the parties of the first part have hereunto set their hands and seals this day and year first above written.

134782

Wm. H. Bryan
Jessie E. Bryan

State of Virginia County of Storax

On this County Court day of April 1868

BK 31
Pg 102

And the day and year last above written of the United States Survey
located at a point of the same July 27th A.D. 1871 at 40° 20' N. Lat. and 100° 00' W. Long.
Charles Laurent Registrar
By Geo. E. Smith Deputy

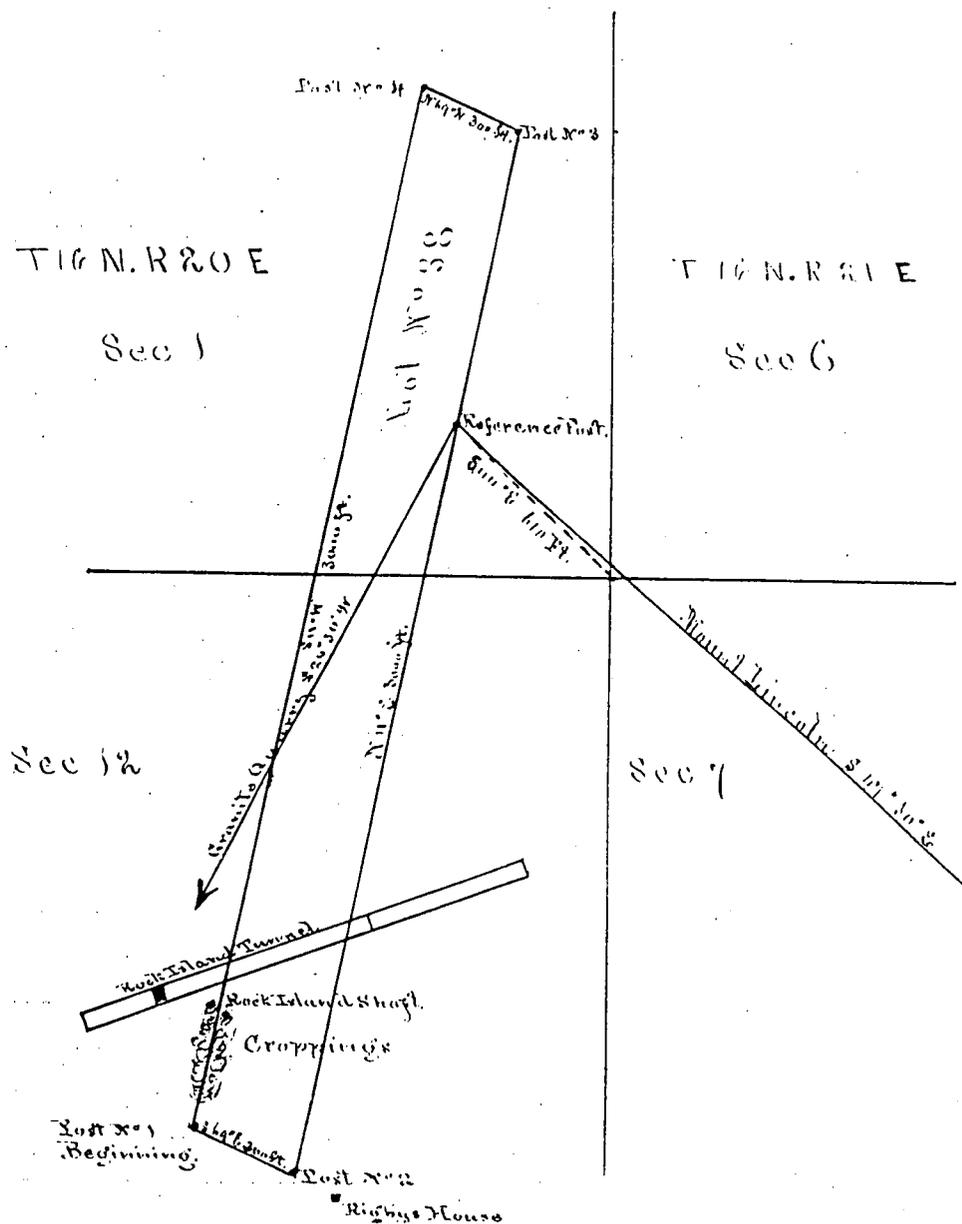
General Land Office No. 215. General Certificate Number 61

The United States of America.

In All Things the Patent shall Come. Specifying,
Whereas in pursuance of an Act of Congress approved August 26, 1856
granting the right of way to ditch and canal across over the public lands,
and for other purposes, there have been deposited in the General Land
Office of the United States the plan and field notes of survey of the
claim of the Rock, Veins, Gold and Silver Mining Company for three
thousand seven linear feet of the John S. Moore Lode accompanied by
the Certificate of the Register of the Land Office at Canon City in the
State of Colorado whereby it appears that in pursuance of said act of
Congress the said Rock, Veins, Gold and Silver Mining Company
did on the tenth day of September A.D. 1870 enter and pay for said claim
being Mineral Entry No. 61 in the series of said office, designated
as Post No. 38 Situate in Section one (1) and twelve (12) Township Six
Town (16) North of Range Twenty (20) East in the Good Hill Mining
District, in the County of Story and State of Colorado in the District
of lands subject to sale at Canon City embracing three thousand
seven linear feet of the John S. Moore lode, bearing silver with surface
variance for the common use making of the mine as hereinafter described
and limited, and according to the official returns on file in the General Land
Office, bounded, described, and located as follows, with magnetic vari-
ation at Sixteen (16) degrees thirty five (35) minutes East to wit, Beginning
at Post No. 1 Situate in a Ravine about three hundred and fifty (350)
feet west from Rigby's House in American Flat at the Southwesterly Corner
of the claim, Thence South sixty nine (69) degrees East three hundred
(300) feet to Post No. 2 at the South easterly corner of the claim, Thence
North eleven (11) degrees East Twenty one hundred and seventy eight
(2178) feet to Reference Post, from which the Southwesterly Corner of section
Six (6) in Township Sixteen (16) North of Range Twenty one (21) East
begins ^{degrees at the distance of six hundred and ten (610)}
Thence South forty four (44) feet Granite Quarry Peak bears South thirty
four (34) degrees thirty (30) minutes West and Mount Lincoln of
Como Range bears South forty seven (47) degrees thirty (30) minutes
East three thousand (3000) feet to Post No. 3 at the Northwesterly
Corner of the claim, Thence North sixty nine (69) degrees West three
hundred (300) feet to Post No. 4 at the Northwesterly Corner of the
claim, and thence South eleven (11) degrees West three thousand
(3000) feet to the place of beginning, Containing twenty (20) acres
and thereupon hereunto the title of said claim is hereby confirmed as

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as represented in the following, plan excepting and excluding however from this plan all town property situate upon the surface and there are hereby expressly excepted and excluded from the same all houses, buildings, structures, lots, blocks, streets, alleys or other improvements on the surface of the above described premises, not belonging to the grantee herein, and all rights necessary or proper to the occupation, possession and enjoyment of the same.



Plan of the Claim of the
 Rock Island Gold and Silver Mining Company
 upon the John L Moore Lode. Gold Hill Mining District.
 Storey County Nevada.

Containing 200³¹ Acres. Scale of 100 feet to an inch

Mag. Var 16° 35' East.

Not known yet. That the United States of America in consideration of the services rendered in conformity with said act of Congress have given

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of whatever nature therein belonging, unto the said Rock House and John Nelson Mining Company and to their successors and assigns forever, subject nevertheless to the following conditions and stipulations. First, That the grant hereby made is restricted to such veins or lodes with the surface ground, to wit, in the District of Nevada, as upon which the required improvements are found; and that any other vein or lode with the surface ground should ^{not} be discovered within the above described lot of land, shall be, and hereby is, expressly accepted and excluded from these presents. Second, That the premises hereby conveyed may be entered by any adjoining proprietors of a vein or lode of gold, silver, copper or other mineral, which may hereafter be patented to them by the United States, should the same be found to penetrate or intersect the surface ground above described for the purpose of extracting and removing the same from such vein or lode, its dip, angle, and variation. Third, That in the absence of necessary legislation by Congress, the Legislature of the State of Nevada may provide such for working the mine hereby granted, involving easements, drainages, and the necessary means to its complete development.

Fourth, That the claim hereby granted and conveyed shall be subject to the conditions specified in the 3d section of the act of Congress approved July 25 1866, granting to A. D. Case the right of way, and other privileges to aid in the construction of a draining and exploring tunnel to the Comstock Lode, in the State of Nevada, and the parties herein shall contribute and pay to the owner of the tunnel constructed pursuant to said act, for draining or other benefits derived from said tunnel or its branches, the same rate of charges as have been or may hereafter be granted in a agreement between such owners and the Company ^{representative} of the estimated value of said Comstock Lode at the time of the passage of said act, as provided in said 3d section.

In testimony whereof I, Ulysses S. Grant, President of the United States of America, have caused these Letters to be signed, Patented, and the Seal of the General Land Office to be hereunto affixed. (Seal) Given under my hand at the City of Washington, the Eleventh day of May in the year of our Lord One thousand eight hundred and seventy one and of the Independence of the United States the Ninety-fifth.

By the President. U. S. Grant

By J. Parrott Secy

A. C. Grainger Recorder of the General Land Office

Recorded Vol 3 Page 557 to 561 Examined.

Recorded at request of H. B. Thumbugh July 28th 1871 at 20 Min past 2 P M
Charles H. Rowland Recorder

134786

C. H. Rowland

Assessing and State Stamp 10¢ each